

REMARKS

This Amendment responds to the Office Action of March 11, 2004, which pointed out that the previous two Amendments filed in response to the Office Action of May 12, 2003, did not conform to the new Rules of Practice regarding the manner of making claim amendments. The applicant apologizes for any confusion that has been created.

Initially, the applicant realized in preparing this Amendment that claim 2 had been previously cancelled, in the Amendment of February 26, 2003. The continued presentation of claim 2 in the previous two Amendments was in error and this Amendment properly designates it as having been cancelled.

In addition, the new Rules of Practice do not require the text of cancelled claims to be included in an amendment. The present Amendment therefore follows the Rules of Practice for cancelled claims 1, 2, 6, 7 and 9.

Turning to the merits, new claims 3-5 and 8, all of the remaining claims in the application, have been amended.

The claims were objected to because of informalities relating to the designation of different paragraphs. The applicants believe that the amended claims address those objections. Other minor informalities have also been corrected

Claims 3-5 and 8 were rejected as reciting subject matter that would have been obvious from U.S. Patent 6,453,299 to Wendkos et al.

The applicant's invention relates to on-line shopping. It provides an incentive for a purchaser to buy because it offers to let the purchaser have for free goods or services for which he or she is shopping. This incentive is enhanced by letting the purchaser know in advance of the purchasing decision the probability he or she will obtain the object of purchase for free, as discussed at pages 1 and 2 of the present specification.

Wendkos was cited as disclosing an on-line shopping method in which a purchaser might obtain without cost goods or services for which the purchaser is shopping. The Office Action contends that Wendkos discloses associating with each purchase a probability that the purchaser will obtain it for free. Be that as it may (and the applicant does not concede that contention to reflect Wendkos's actual disclosure), the applicants do not find in Wendkos any suggestion that the purchaser is informed of that probability prior to the purchasing decision being made, as now recited in all of the applicant's claims. For example, Wendkos discusses so-called "award algorithms" in detail at columns 10-12, but does not say that the purchaser is ever informed what the probability is that he or she is entitled to such an award.

Accordingly, the applicant submits that claims 3-5 and 8 in the present application are patentable over Wendkos.

The applicant believes that this Amendment responds to all of the points raised in the Office Action, and that the present application, with claims 3-5 and 8, is now allowable, and allowance thereof is respectfully requested.

Any fees associated with this Amendment may be charged or credited as the case may be to Deposit Account No. 01-0035.

All correspondence should continue to be directed to the below address.

Respectfully submitted,

Attorney for Applicant

By:

  
David M. Quinlan

Reg. No. 26,641

ABELMAN, FRAYNE & SCHWAB  
150 East 42nd Street  
New York, New York 10017  
Tel.: (212) 949-9022  
Fax.: (212) 949-9190